

## **Release of Prospective Claims and Covenant Not to Sue**

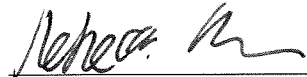
This Release of Prospective Claims and Covenant Not to Sue made this the 27th day of March, 2015, between Orange County Government ("County") located at Post Office Box 8181, Hillsborough, North Carolina 27278 and Rebecca Moore, located 212 Hillsborough Road, Carrboro, North Carolina 27510.

1. On November 12, 2014 Rebecca Moore, adopted a cat (Animal ID #A158761) from the Orange County Animal Services Department. Prior to completion of the adoption, the cat at four months of age was required to be sterilized. On January 7, 2015, the cat was spayed by Orange County Animal Services. On January 12, the cat was taken to the Carrboro Plaza Veterinarian Clinic for treatment around the surgical incisions. Ms. Moore incurred cost for treatment of the cat at Carrboro Plaza Veterinarian Clinic in the amount of Eight Hundred Forty-Six Dollars and 50/100 (\$ 846.50).
2. **General Release of Claim.** In consideration of \$846.50 paid by Orange County, receipt of which is acknowledged; to Ms. Moore as total compensation agrees to covenant with the County that she will never at any future time sue the County for or on account of any claim arising out of the adoption of a cat (Animal ID# A158761) from the Orange County Animal Services Center. Ms. Moore, her heirs, executors, administrators successors and assigns, hereby release and discharge the County and all of its officers, agents, employees and successors, from any and all claims, actions, causes of action, damages, costs or other liabilities, known or unknown, foreseen or unforeseen, resulting from the adoption of the cat. This release by Ms. Moore shall be binding on all her heirs, executors, personal representatives, administrators, successors and assigns. It is the intention of the parties that this Release shall be construed as broadly as permitted by applicable law, and shall be effective as a full and final accord and satisfaction release of and from all liabilities, disputes, claims and matters relating to any claim.
3. **Indemnity.** Ms. Moore agrees to indemnify fully the County against any and all claims or suits of any nature or description that whether known or unknown, with knowledge that such may exist, whether at law or in equity, whether in contract, tort, or under statute or otherwise, that she now has against the County or that might mature or accrue subsequent to the date of this Release, on account of, connected with, or growing out of the following matters and things identified in paragraph 1 above. This indemnity protection shall include all costs of litigation, including reasonable attorneys' fees, and the payment of any damages, whether by way of judgment or settlement.
4. **Acknowledgment.** Ms. Moore hereby acknowledges and understands that the County, by agreeing to this Release and making the payments described in paragraphs 2 above, admits absolutely no liability of any sort for the events and injuries alleged in paragraph 1 above.
5. **Declarations.** Ms. Moore warrants, declares, and guarantees as follows:
  - a. That she is of legal age and competent to execute this Release;
  - b. That no promise or inducement has been made or offered to her except as set

forth herein;

- c. That she has not assigned to any third party any rights or claims that are the subject of this Release.
6. **Reading.** Ms. Moore states that she has carefully read this Release; has been advised that she may consult with an attorney regarding its terms; and has without haste reflected upon its terms and is satisfied with the terms of the Release; and has signed this Release of her own free act and deed.
7. **Entire Agreement.** The Release constitutes the entire agreement between Ms. Moore and the County, and may not be altered or revised except by amendment in writing signed by both Ms. Moore and the County. It is understood that the Release shall be binding and inure to the benefit of Ms. Moore and the County, their executors, administrators, personal representatives, collectors, heirs, successors, and assigns and the County and all of its past, present, and future officers, directors, employees, agents, representatives, insurers, predecessors, and successors.

This the 27<sup>th</sup> day of March, 2015.



Rebecca Moore, Owner

Check no. 653672 presented in person on 3/27/15 @ 1313 hrs.  
Brubaker